the Note will not exceed 18%.

Home Equity Account Revolving	g Credit Mortg	age Variable Rate	R62130
This Mortgage is dated as 4022503 April 24 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		nd is between *XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXX
and NBD Park Ridge Bank	S AND SHIRLEY J	. CHARLES, HIS WI Park Ridge	*E("Mortgagor"), Illinois ("Mortgagee");
Mortgagor has executed a Revolving Credit Note dated the same da	Witnesseth:	able to the order of Mortus	aga (the UNIstally in the militarial
amount of \$ 10,000.00 (the "Line of Credit"). I the Note at the per annum rate equal to one	interest on the Note sh	all be calculated on the dipercent per annum in ex	aily unpaid principal balance of cess of the Variable Rate Index:
As used in the Note and this Mortgage, "Variable Rate Index" m Wall Street Journal in the "Money Rates" column as the "Prin As used in the Note and this Mortgage "business day" means a	neans the rate of interes ne Rate" on the last bu	st, or the highest rate if n isiness day of each month	for the preceding business day.

Wall Street Journal is not published. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate Index and will notify the Mortgagor of the Index selected. all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on

*To Be Deleted When This Mortgage Is Not Executed By A Land Trust.

*Mortgagor promises to repay all amounts of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly: account statement, the Mortgagor shall pay to the Bank the amount due in accordance with the payment option selected below:

Monthly payment equal to the accrued interest on the Note.

Monthly payments equal to one sixtieth (1/60th) of the principal balance outstanding on the Note or \$100.00, whichever is greater.

The entire unpaid balance of principal and interests on the Note, if not sooner paid, shall be due and payable on April 30 To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below); including any and all renewals and extension of the Note, Mortgagor does by these presents Convey, Warrant and Mortgage unto Mortgagor, all of Mortgagor's estate, right, title and interest in the real estate situated, lying a live in the county of Lake of Elinois, legally described as follows:

> Lot 32 in Plum Creek Willage | Block one, to the Town of Schererville; as per plat thereof recorded in Plat Book 46 mage 101 ran the Office of the Recorder of Lake County, Indiana.



Permanent Identification No.: Key No. 13-209-32 which is referred to herein as the "Premises" together with all improvements, buildings, Percontinuous, appurtenances, gas, officialisticals, casements located in, on or over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply. heat; gas, air conditioning; water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and ail screens, window shades, storm doors and windows; floor coverings; awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises d'a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is, any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues, and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation; to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal convenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

-1. Mortgagor -shall*(a) - promptly -repair, restore or rebuild any building or improvements now or hereafter on the Premises which may become damaged or be destroyed: (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, except for prior Mortgages. which have been disclosed to Mortgagee, security interests, liens, mechanics' liens or claims for lien; (c); pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for, such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such cleases from Mortgagor to Mortgagee; which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayments, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public useals hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittance and to appeal from any such award.
- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities; this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or different nature. Every such remedy, or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- improvements now or hereafter situated on the Premises insured against loss or damage by fire lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or herafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Dach insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall name Mortgagee as an "additional insured" and be payable; in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days prior written notice to Mortgagee.
- 7. Upon Default by Mortgagor hercunder, Mortgagee may, but need not make any payment or perform any act required of Mortgagor hercunder in any form and marner deemed expedient by Mortgagor, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or foi feiture affecting the Premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys and paralegals fees, and any other funds advanced by Mortgagee to preject the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of the Mortgagor.
- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien; encumbrance, security interest, tax assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has

the same meaning as defined in the Note and includes the failure of the Mortage written notice of the complete cure of of the Cause for Default and to deliver to the Mortage written notice of the complete cure of of the Cause for Default within ten (10) days after the Mortage mails written notice to the Mortage that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this Mortage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including hut not limited to the failure of the Mortage to pay the Note or Liabilities in accordance with their terms,

- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Primises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.
- II. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagoe for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect; absolute or contingent, primary, or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagoe's rights, remedies and security interests hereunder, including advising the Mortgagoe or drafting any documents for the Mortgagoe at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' and paralegals' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.
- When the indebtedness secured hereby shall become due whether deceleration of otherwise, Mortgagee shall have the right to foreclose The lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys and paralegals' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when neurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable; with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probably and bank upicy, proceedings, to which Morigage shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraphs; second, all other items which under the terms of this Nortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of

the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption; if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tux, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency, 15. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good

and available to the party interposing the same in an action at law upon

16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. 17. Mortgagee agrees to release the lien of this Mortgage and pay all

PARK RIDGE, ILLINOIS 60068

ATTON! PRAN ALTIBRI

of this Mortgage, if the Mortgagor renders payment in full of all Liabilities secured by this Mortgage.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular, and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

19. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the Mortgagor, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as ? the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payments hererof; no personal liability shall be asserted or be enforceable against the Mortgagor, as trustee, because or in respect of this Mortgage or the making issue or transfer thereof, all such personal liability of the trustee.

PARK RIDGE, ILLINOIS

expenses, including recording tees and otherwise, to rel	ease the lien	if any, being expressly waived i	n any manner (2)
	48		e e e e e e e e e e e e e e e e e e e
20. This Mortgage has been made, execut and delivere	ed to Mortgagee in	Park Ridge	, Illinois, and shall be construed
in accordance with the laws of the State of Illinois. Wh	erever possible, each	provision of this Mortgage shall	be interpreted in such manner as to
be effective and valid under applicable law. If any provisuch provisions shall be ineffective to the extent of such p	sions of this Mortgag rohibitions or invalida	c are prohibited by or determine tv. without invalidating the remain	d to be invalid under applicable law, ader of such provisions or the remain-
ing provisions of this Mortgage.			A
The undersigned agrees to the terms of this mortgag	set forth above ar	nd to the additional terms and	provisions set forth on the reverse
side of this document which are incorporated by rel	ierence herein.	ent is	
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the	Lake Count	y Recorder!	hales
		Shirtey J. Charles	
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County of Cook) OF SECOND		W HE LA
Francos B: Altigrafi			To Chanles
Frances R. Altieria a No and Shirley J. Charles	neisonally know	n to me to be the same person(s)	whose name(s) are
subscribed to the foregoing instrument, appeared before instrument as his/her free and voluntery act. for the light	me this day in perso	on, and acknowledged that,t	ne Y signed and delivered the said
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a	_ (corporation) (asso	ociation) and	without to the Consequence of the Consequence
of said (corporation) (association) personally known to such and), me to be the same:	respectively, appeared	before me this day in person and
acknowledged that they signed and delivered the said inst	trument as their own f	free and voluntary acts, and as th	e free and voluntary act of said (cor-
poration) (association), as Trustee, for the uses and pur did also then and there acknowledge that he, as custodic	poses therein set fort	h; and the said (associated)	ition), affixed the said corporate seal
of said (corporation) (association) to said instrument as h	is own free and volun	tary act, and as the free and volun	tary act of said (corporation) (associa-
tion), as Trustee, for the uses and purposes therein se	t forth. *		
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My Commission Expires: NBD PARK RIDGE DANK ONES NORTHWEST HIGHWAY	(***	Notary Public	and the second s
NBD PARK RIDGE DANK	Carlotte St. Carlotte	A STHIS INSTRUMENT W	AS PREPARED BY
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